

## **SHARED SERVICES AGREEMENT**

THIS SHARED SERVICES AGREEMENT (this "***Agreement***") is entered into as of this 16th day of October 2009, by and between **WAGT Television, Inc.**, an Indiana corporation ("***Station Licensee***"), and **Media General Operations, Inc.**, a Delaware corporation ("***Service Provider***").

### **PREAMBLE**

A. Service Provider operates broadcast television station WJBF-DT, Augusta, Georgia (the "***Service Station***"), which is licensed to an affiliate of Service Provider.

B. Station Licensee owns and operates television station WAGT-DT, Augusta, Georgia (the "***Station***").

C. Service Provider and Station Licensee are also parties to that certain Joint Sales Agreement, dated as of the date hereof (the "***JSA***"), pursuant to which Service Provider (acting as Sales Agent, as defined therein) agrees to sell advertising and commercial time on the Station and provide certain programming.

D. To promote the economic and business development of the Station, the parties desire to enter into this Agreement as of and with respect to the period beginning on the Base Date (as defined below), pursuant to which Service Provider will provide certain services to support the operation of the Station by Station Licensee, in conformity with the FCC Rules (as defined herein), and that Service Provider, with its experience and operating infrastructure, will thereby improve the overall efficiency of the Station's operating processes and reduce costs, which, in turn, will help the Station to serve the television viewing public in the Augusta, Georgia Television Market.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

#### **1. *Defined Terms.***

(a) For purposes of this Agreement:

***"Intellectual Property Rights"*** means patents, copyrights, trademarks, service marks, trade secret rights or Know-How, and all copies and tangible embodiments thereof (in whatever form or media).

***"Know-How"*** means all inventions (whether patentable or unpatentable and whether or not reduced to practice), compositions, manufacturing and production techniques, technical data, designs, drawings, specifications, molds, dies, casts, product configurations, discoveries, trade secrets, improvements, formulae, practices, processes, methods, technology, know-how, and confidential or proprietary information, whether or not patentable, including any of the foregoing in the process of development and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which subsist in the world.

**"Transaction Documents"** means this Agreement, the JSA and the Transition Plan, any amendments thereto, and the other documents, agreements and instruments executed by the parties hereto and thereto in connection therewith.

**"User Data"** shall mean personal identifiable information that may be used to identify, locate, contact, or describe any user of the Station Website, including (i) registration data, such as user name, handle, password, and e-mail address; (ii) all transaction data and history provided by, or obtained from, an user; (iii) behavioral data concerning an user's use of the Station Website or concerning any other activities of an user that may be disclosed or become known through use of the Station Website; and (iv) demographic data provided by or obtained from any user, directly or indirectly.

(b) Capitalized terms used herein that (i) are not defined herein and (ii) are defined in the JSA, shall have the meaning ascribed thereto in the JSA.

(c) In addition to the defined terms in the preamble, recitals and Section 1(a) hereof, the following is a list of terms used in this Agreement and a reference to the section or schedule hereof in which such term is defined:

<b><i>Term</i></b>	<b><i>Section/Schedule</i></b>
Agreement	Introduction
Ancillary Equipment	Section 4(a)(iii)
Authorized Deduction Amount	Schedule A
Base Date	Section 5(a)
Combined Website	Section 8(c)
Communications Act	Section 2
Covered Agreements	Section 9(a)
Included Expenses	Schedule A
Included Revenues	Schedule A
Initial Term	Section 5(a)
JSA	Preamble
Lease Terms	Section 10(d)
Licensee Main Studio Facilities	Section 10(a)
Management Fee	Schedule A
Monthly Rent	Schedule 10
Net Profit Fee	Schedule A
Original Station Licensee Programming	Section 8(d)
Premises	Section 4(c)
Promotions Production Fee	Schedule A
Promotions Scheduling Fee	Schedule A
Relinquished Equipment	Section 10(d)
Relocation	Section 10(a)
Relocation Date	Section 10(b)
Relocation Period	Section 4(a)(iii)
Services Fee	Schedule A
Service Provider	Introduction
Service Station	Preamble

<i>Term</i>	<i>Section/Schedule</i>
Station Licensee	Introduction
Station Licensee Core Equipment	Section 4
Station Licensee Facility Costs Allowance	Schedule A
Station Licensee Core Operational Expenses Amount	Schedule A
Station Licensee-Paid Programming Expenses Allowance	Schedule A
Station Website	Section 8(a)
Station Website Materials	Section 8(e)
Studio Facility	Schedule 10
Term	Section 5(b)
Transition-Tail Period	Schedule 10

2. ***General Principles Governing Sharing Arrangements.*** All sharing arrangements contemplated by this Agreement shall be subject to, and are intended to comply in all respects with the Communications Act of 1934, as amended, the FCC Rules and all other Applicable Law. The arrangements made pursuant to this Agreement will not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement shall be deemed to give Service Provider any right to control the policies, operations, management or any other matter relating to the Station.

3. ***Certain Station Licensee Services.*** Station Licensee will maintain for the Station separate managerial and other personnel to the extent required by Applicable Laws, and shall be responsible for the selection and procurement of programming for the Station (except for programming directly provided by Service Provider in compliance with applicable FCC Rules).

4. ***Shared Services.*** Subject to Station Licensee's ultimate supervision and control, Service Provider agrees to provide to Station Licensee the services listed below to support the operation of the Station; *provided* that such supervision and control shall not be deemed to permit Station Licensee to expand in any material respect the obligations of Service Provider or to require Service Provider to incur any material additional obligation or liability hereunder. Service Provider shall perform all of its services and obligations under this Agreement in a diligent, professional and competent manner with the same standards of care and diligence that such services and obligations are performed for the Service Station.

(a) ***Technical Services and Equipment.***

(i) Commencing on the Base Date, and subject to the terms and conditions of this Section 4(a), Service Provider shall perform monitoring and maintenance of the Station's technical equipment and facilities and, upon the request of Station Licensee, shall assist Station Licensee with the installation, repair, maintenance and replacement of the Station's equipment and facilities and otherwise assist in the performance of Station Licensee's obligations under Section 5.1 of the JSA.

(ii) In the event that the parties mutually agree that it is reasonably necessary, consistent with good engineering practices and otherwise with the past practice of the Station, to replace any item of equipment which is required by Service Provider in order to perform its obligations under this Agreement as set forth on *Schedule 4(a)(ii)* hereto (individually and collectively, "**Station Licensee Core Equipment**") during the Relocation Period (as defined in the following paragraph), Station Licensee shall be responsible for all capital and equipment replacement expenditures relating thereto, except to the extent any Station Licensee Core Equipment needs to be repaired or replaced as a result of any act or omission of Service Provider, its employees, agents or Affiliates in which case Service Provider shall be responsible for such capital and equipment expenditures. Following the Relocation Period, Station Licensee shall have no obligation to repair or replace any Station Licensee Core Equipment. Station Licensee Core Equipment shall not include the Station's transmission facilities, and Station Licensee shall be solely responsible for all capital and equipment replacement expenditures relating thereto pursuant to Section 5.1 of the JSA.

(iii) Station Licensee grants Service Provider the right to use (A) the Station Licensee Core Equipment and (B) during the period commencing on the Base Date through the Relocation Date as defined in Section 10(b) (the "**Relocation Period**"), any studio and other non-transmission equipment of Station Licensee that is not Station Licensee Core Equipment (individually and collectively, "**Ancillary Equipment**") in connection with the services provided under the Transaction Documents.

(iv) In the event that the parties mutually agree that it is reasonably necessary, consistent with good engineering practices and otherwise with the past practice of the Station, to replace or upgrade any item of Ancillary Equipment or to upgrade any item of Station Licensee Core Equipment prior to the Relocation Date, Station Licensee and Service Provider shall discuss in good faith and agree (prior to any such replacement or upgrade) the amount or portion of costs to be paid by each party with respect to such capital and equipment replacement and/or upgrade expenditures, except to the extent any Ancillary Equipment needs to be repaired or replaced as a result of any act or omission of Service Provider, its employees, agents or Affiliates in which case Service Provider shall be responsible for such capital and equipment expenditures.

(b) *Promotional and Operational Services.* Service Provider shall be responsible for the promotion of the Station; *provided, however*, that Station Licensee shall have the right to supplement the promotional efforts undertaken by Service Provider, but shall coordinate such efforts with Service Provider to maintain image consistency with Service Provider's promotional efforts. Subject to Station Licensee's ultimate oversight and control, Service Provider shall also maintain and enforce all retransmission consent agreements with cable, satellite and other multi-channel video program distributors. Service Provider shall also perform, under Station Licensee's supervision, all back-office, traffic, program recording or ingestion, formatting, play-back and other master control and other operational functions for the Station.

(c) *Provision of Office Space.* For the period commencing on the Base Date until the Relocation Date, with respect to such studio buildings as Station Licensee may own or otherwise hold for use in connection with the Station (the "**Premises**") in connection with

Service Provider's performance of its services and obligations hereunder (and the performance of its duties as Sales Agent under the JSA), Station Licensee shall provide to employees and agents of Service Provider and its Affiliates the right to access and use of space designated for Service Provider's use in the Premises as reasonably necessary for Service Provider's performance of its obligations under this Agreement, *provided* that the provision of such space shall not unreasonably interfere with the conduct of the business or operations of the Station. When on the Premises, Service Provider's personnel shall be subject to the reasonable direction and control of the management personnel of Station Licensee and shall comply with all safety and security policies and procedures of Station Licensee. Station Licensee shall make available to Service Provider for use without fee or charge, pursuant to the terms and subject to the conditions of this Agreement and the JSA, the studio facilities and such equipment and real property of the Station owned or otherwise held for use by Station Licensee set forth on *Schedule 4(c)* hereto.

(d) *Services Fee.* In consideration for the services to be provided to Station Licensee by Service Provider pursuant to this Agreement, Service Provider shall be entitled to a Services Fee, as described in and calculated in accordance with *Schedule A* hereto.

(e) *No Modification to Title.* Without limiting the payment obligations hereunder, including pursuant to the terms and subject to the conditions of Section 4(d) and *Schedule A* hereto, nothing in this Agreement shall be deemed or interpreted to limit or modify, or to otherwise effect a transfer or alteration of, Station Licensee's title to those assets, tangible and intangible, owned by Station Licensee. Station Licensee and Service Provider will each retain ownership of their respective transmission facilities, including Station Licensee's ownership of microwave facilities and other equipment for the delivery of programming from the Station's main studio to the existing tower site for the Station.

(f) *Insurance.* Station Licensee shall maintain its insurance on Station Licensee Core Equipment and Ancillary Equipment that is made available for use by Service Provider in connection with the services provided its obligations under this Agreement and under the JSA

## 5. *Term of Agreement.*

(a) *Initial Term.* This Agreement shall be deemed effective, and the initial term hereof shall commence, on and as of January 1, 2010 (the "**Base Date**") and such initial term (the "**Initial Term**") shall continue until the tenth (10th) anniversary of the Base Date, unless earlier terminated in accordance with Section 11 below.

(b) *Renewal Term.* This Agreement shall be renewed automatically without any further action by the parties hereto if the JSA is renewed in accordance with its terms and shall remain in full force in effect until the expiration or the effective date of termination of the JSA in accordance with its terms (the Initial Term and any such renewal term hereinafter referred to as the "**Term**").

6. *Representations and Warranties of Station Licensee.* Station Licensee represents and warrants to Service Provider as follows:

(a) *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Station Licensee have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Station Licensee and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(b) *Absence of Conflicting Agreements or Consents.* The execution, delivery, and performance by Station Licensee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizational documents of Station Licensee; (ii) to the actual knowledge of Station Licensee or its respective Affiliates, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Station Licensee; (iii) does not conflict with, constitute grounds for termination of, result in a material breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any material agreement, instrument, license, or permit to which Station Licensee is a party or by which it is bound as of the date of this Agreement; and (iv) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Station Licensee other than as set forth on *Schedule 6(b)*.

(c) *Collective Bargaining Agreements.* As of the Effective Date, Station Licensee is not subject to any collective bargaining agreement.

7. ***Representations and Warranties of Service Provider.*** Service Provider represents and warrants to Station Licensee as follows:

(a) *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Service Provider have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

(b) *Absence of Conflicting Agreements and Required Consents.* The execution, delivery, and performance by Service Provider of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the organizing documents of Service Provider; (ii) to the actual knowledge of Service Provider or its Affiliates, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Service Provider; and (iii) does not

conflict with, constitute grounds for termination of, result in a material breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any material agreement, instrument, license or permit to which Service Provider is a party or by which it is bound as of the date hereof.

(c) *Collective Bargaining Agreements.* As of the Effective Date, Service Provider is not subject to any collective bargaining agreement.

8. ***Station Website.***

(a) Service Provider shall operate and maintain the current website of the Station (the "***Station Website***"). Service Provider shall post on the Station Website all materials required to be included on the Station's website pursuant to 47 C.F.R. §§ 73.2080 and 73.3526 and any other Applicable Law.

(b) With respect to the domain name for the Station Website, Station Licensee shall maintain the registration of such domain name and shall continue to own the Station's domain name, but shall designate Service Provider as the administrative and technical contact with the domain name registrar for the Term. Service Provider may register other domain names and establish other websites associated with the Station with the prior written consent of Station Licensee, which consent shall not be unreasonably withheld; *provided, however*, that all such registration and other associated costs shall be borne by Service Provider.

(c) Service Provider may not combine the current Station website with a website for the Service Station or any other station (a "***Combined Website***") without the prior written consent of Station Licensee.

(d) Station Licensee hereby grants a perpetual, royalty-free, world-wide license for the Term to Service Provider to use any portion, or the entirety, of any programming originated by Station Licensee for broadcast on the Station ("***Original Station Licensee Programming***") solely for display, publication or other exploitation by Service Provider in connection with the Station Website during the Term, but if and only to the extent that Station Licensee possesses the rights to license the Original Station Licensee Programming to Service Provider in accordance with this Section 8(d). For purposes of clarity, Original Station Licensee Programming shall not include the Delivered Programming.

(e) During the Term, Service Provider shall own all right, title and interest worldwide, including all copyright, patent and other intellectual property and proprietary rights, in and to the Station Website Materials developed, created or displayed during the Term. The "***Station Website Materials***" mean the materials contained on the Station Website and any and all parts thereof (exclusive of (i) its domain name, (ii) the Original Station Licensee Programming and (iii) User Data (including any derivative works resulting from the foregoing)), which Station Website Materials shall include any and all screen designs or other designs, user interfaces, applications, databases, programs and scripts (in all cases whether server-side or client-side), and any and all other website components, content, elements and tools. If and to the extent any right, title or interest anywhere in the world in or to the Station Website Materials or any part thereof arises in Station Licensee, by operation of law or otherwise, Station Licensee

hereby irrevocably and perpetually transfers and assigns to Service Provider all such right, title and interest, and Station Licensee agrees to execute any documents and do any other acts as may be reasonably requested by Service Provider to document, establish, perfect or protect any right, title or interest of Service Provider in or to the Station Website Materials or any part thereof anywhere in the world. Service Provider hereby grants a perpetual, royalty-free, world-wide license to Station Licensee, to be effective upon the expiration or termination of this Agreement, to use any of the Station Website Materials solely for display, publication or other exploitation by Station Licensee in connection with the website of the Station after the expiration or termination of this Agreement, but if and only to the extent that Service Provider possesses the rights to license the Station Website Materials to Station Licensee in accordance with this Section 8(e).

(f) Each party shall retain all rights and ownership in its pre-existing Intellectual Property Rights, including any names, product names, logos, trademarks, service marks, or other Intellectual Property. Neither party grants to the other party any right or license with respect to its Intellectual Property Rights except as otherwise provided under this Agreement.

(g) The parties shall cooperate to revise and amend the user agreement or similar document associated with the Station Website, which agreement shall comply with Applicable Law. The user agreement shall identify Service Provider, and not Station Licensee, as the operator of the Station Website and shall include a provision by which users of the Station Website agree to indemnify both Station Licensee and Service Provider for claims relating to such users' use of the Station Website.

#### 9. ***Coordination Under Certain Covered Agreements.***

(a) With respect to those certain non-programming contracts and other agreements relating to the business of the Station set forth on *Schedule 9(a)* hereto (collectively, the "***Covered Agreements***"), in consideration of the mutual execution and delivery of this Agreement and the JSA and for the consideration contemplated therein and the premises thereof, on and as of the Base Date, Service Provider and Station Licensee shall use commercially reasonable efforts and otherwise cooperate to the extent practicable in effecting a lawful and commercially reasonable arrangement under which Service Provider shall receive the benefits under each Covered Agreement during the Term and Service Provider shall pay and perform Station Licensee's obligations arising under each such Covered Agreement during the Term in accordance with its terms. The arrangements contemplated by this Section 9(a) are intended to facilitate the provision of services by Service Provider hereunder for the benefit of Station Licensee and are not intended to, and shall not be deemed, to effect an assignment of any such Covered Agreement. To the extent that Station Licensee elects to terminate or otherwise cancel any contracts or other agreements relating to the business of the Station in connection with the execution and delivery of this Agreement or the JSA, exclusive of Covered Agreements, Station Licensee shall be solely liable for any expense related to or arising from such termination or cancellation.

(b) Prior to the Base Date, Station Licensee shall provide Service Provider with true and complete copies, including amendments, of the Covered Agreements.



(c) Station Licensee shall be solely responsible for all costs, expenses and liabilities arising from or relating to any contract or other agreement that is not a Covered Agreement.

10. ***Relocation.***

(a) With respect to the facilities, premises and real property constituting the site of the Station's main studio (the "***Licensee Main Studio Facilities***"), each of Service Provider and Station Licensee covenants to the other to use commercially reasonable efforts and to otherwise cooperate in good faith to relocate the main studio location of the Station to the facilities and premises of the main studio of the Service Station (the "***Relocation***"). As part of the Relocation, Service Provider shall use commercially reasonable efforts to obtain any consents required from the lessor of any portion of the facilities and premises of the main studio of the Service Station necessary to relocate and operate the main studio location of the Station at the facilities and premises of the main studio of the Service Station.

(b) The Relocation shall be effected as soon as reasonably practicable by Service Provider but in all events within two (2) years of the Base Date. Upon the determination of Service Provider that the Relocation has been completed, Service Provider shall deliver to Station Licensee written notice thereof and the date of such notice shall be deemed the "***Relocation Date***".

(c) Following the Relocation Date, Station Licensee shall have the right to sell, transfer, convey or otherwise dispose of (i) the Licensee Main Studio Facilities and (ii) any item of Ancillary Equipment, the proceeds thereof to inure to the benefit of Station Licensee and Service Provider shall have no interest in such proceeds as a result of this Agreement or the Transaction Documents.

(d) Following the Relocation Date, Service Provider shall provide to Station Licensee written notice(s) of any studio facilities, equipment, real property, and tangible personal property previously set forth on *Schedule 4(c)* that Service Provider no longer requires access to or use of (the "***Relinquished Equipment***"). Upon receipt of any such notice(s), Station Licensee shall have the right, in its sole discretion, to use or dispose of any such Relinquished Equipment.

(e) Upon and in connection with the Relocation, Service Provider shall make available to Station Licensee such premises and facilities as may be reasonably necessary to establish the main studio of the Station at such location and for the employees of Station Licensee to conduct the operations of the Station; all such access and use shall be pursuant to the terms and subject to the conditions set forth in *Schedule 10* attached hereto (the "***Lease Terms***") and shall continue beyond the expiration or notice of termination of this Agreement for the Transition-Tail Period.

11. ***Termination.***

(a) ***Mutual Agreement.*** This Agreement may be terminated at any time by mutual agreement of the parties.

(b) *Automatic Termination.* This Agreement shall terminate automatically without any further action by the parties upon the effective date of termination of the JSA in accordance with its terms.

(c) *Certain Matters Upon Termination.*

- (i) No expiration or termination of this Agreement shall terminate the obligations of any party hereto to indemnify any other party under Section 12 of this Agreement (or Section 8 of the JSA, as applicable), or limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination or expiration.
- (ii) Upon and for such period as may be reasonably required following any termination, the parties shall cooperate with each other in good faith to effect a smooth and effective transition to Station Licensee of those duties and functions undertaken by Service Provider under this Agreement.
- (iii) The termination of this Agreement or the expiration of the Term shall be without prejudice to any rights or obligations of the parties that may have accrued prior to the effective time of such termination or expiration. Without limiting the generality of the foregoing, upon the termination of this Agreement or the expiration of the Term, as between the parties hereto, Station Licensee shall assume sole responsibility for the collection of accounts receivable with respect to the Station that are generated after the termination of this Agreement or the expiration of the Term.
- (iv) If this Agreement is terminated due to material breach of this Agreement or the JSA by a party as provided in Section 2.2 of the JSA, then the non-breaching party shall be entitled to costs and damages to the extent provided in Section 2.3(d) of the JSA.

12. ***Indemnification and Remedies.*** After the Base Date, the indemnification provided by Section 8 of the JSA, which is hereby incorporated by reference, shall be the sole and exclusive remedy of Station Licensee and Service Provider against the other party with respect to any third party claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement; *provided* that neither this Section nor Section 8 of the JSA shall prohibit (a) injunctive relief (including specific performance) pursuant to Section 17 of this Agreement if available under Applicable Law, or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement. For purposes of clarity, the indemnification provided by this Section 12, together with Section 8 of the Joint Sales Agreement, shall not be the sole and exclusive remedy with respect to breach of contract claims by either party hereto against the other under this Agreement or any other Transaction Document.

13. **Force Majeure.** Any delay or interruption in the broadcast operation of the Station or the Service Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

14. **Unenforceability.** If one or more provisions of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

15. **Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on *Schedule B* hereto.

16. **Assignment; Binding Agreement.** Except as otherwise provided in Section 9.3 of the JSA, which is hereby incorporated by reference and made a part hereof, neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other. Notwithstanding anything to the contrary contained herein, each party shall assign its rights and obligations under this Agreement to any Person to whom it assigns its respective rights and obligations under the JSA. Upon any assignment of this Agreement, Station Licensee shall pay, or shall cause to be paid, all amounts accrued and owing to Service Provider as of the consummation date of such assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any permitted assignee of any party hereto shall be a "party" to this Agreement for all purposes hereof.

17. **Services Unique.** The parties hereby agree that the services to be provided hereunder are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's covenants, conditions, agreements and obligations

hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

18. **Confidentiality.** Each party hereto agrees that it will not at any time during or after the termination or expiration of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret, proprietary or confidential information of the other party hereto. To the extent required by the Communications Act or the FCC Rules, each party shall place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

19. **No Partnership or Joint Venture.** This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

20. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of Georgia without reference to the conflict of laws principles thereof.

21. **Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

22. **Calendar Periods.** With respect to payment obligations under the Transaction Documents, references to "calendar month," "calendar year," and "calendar quarter" refer to the Media General broadcast year calendar (i.e., the Media General fiscal year), a copy of which is attached as *Schedule 9.11* of the JSA.

23. **Gender and Number.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

24. **Other Definitional Provisions.** The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The words "or" and "any" are not exclusive. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing shall be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

25. **Counterparts and Transmission of Signatures.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be

an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

26. ***Amendment; Waiver; Entire Agreement.*** This Agreement and the attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof) and the JSA, when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Without limiting the generality of the foregoing, Sections 8, 9.6, and 9.10 of the JSA (concerning "Indemnification," and "Press Releases; Permitted Filings" respectively) and those certain provisions of the JSA set forth in *Schedule A* hereto, are incorporated herein by reference and made a part hereof. Notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents and, without limiting any of the other rights or remedies of the parties hereunder or under any of the Transaction Documents, the parties acknowledge and agree that each of Service Provider and Station Licensee may offset any amount owed to such party by the other party pursuant to any of the Transaction Documents as a credit against any amount owed by such party to the other pursuant to any of the Transaction Documents. The agreements and understandings set forth in this Agreement and the JSA are integrated, a default under this Agreement constitutes a default under the JSA, and a default under the JSA constitutes a default under this Agreement. No term or provision hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**STATION LICENSEE:**

**WAGT TELEVISION, INC.**

By: Marilyn R. Brown  
Name: MARILYN R. BROWN  
Title: SECRETARY - TREASURER

**SERVICE PROVIDER:**

**MEDIA GENERAL OPERATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**[Augusta Shared Services Agreement]**

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**STATION LICENSEE:**

**WAGT TELEVISION, INC.**

By: \_\_\_\_\_

Name:

Title:

**SERVICE PROVIDER:**

**MEDIA GENERAL OPERATIONS, INC.**

By:  \_\_\_\_\_

Name: JOHN R. COTTINGHAM

Title: PRESIDENT, MID-SOUTH MARKET LEADER